



**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, MAY 6, 2025 - 6:00 PM**

For city information visit www.seabrooktx.gov
For agendas visit www.seabrooktx.gov/agendas

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY, MAY 6, 2025 AT 6:00 PM** IN THE CITY HALL CITY COUNCIL CHAMBERS, 1700 1ST STREET, SEABROOK, TEXAS, **TO DISCUSS, CONSIDER, AND IF APPROPRIATE, TAKE ACTION** WITH RESPECT TO THE ITEMS LISTED BELOW.

PLEDGE OF ALLEGIANCE

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

At this time we would like to listen to any member of the audience on any subject matter, whether or not that item is on the agenda. All comments are limited to a maximum of four minutes for each speaker, shall be limited to City business or City-related business or matters of general public interest, and shall not include any personal attacks. In accordance with the Texas Open Meetings Act, members may not discuss or take action on any item that has not been posted on the agenda. When your name is called, please come to the podium and state your name and address clearly into the microphone before making your comments. Thank you.

REGISTER ONLINE TO SPEAK IN PERSON DURING PUBLIC COMMENTS:
www.seabrooktx.gov/publiccomment

1.1 Mayor, City Council and/or members of the City staff may make announcements about City/Community events. City Council

2. PRESENTATIONS

2.1 Presentation of the Bi-Annual Report from Seabrook Economic Development Corporation.

3. CONSENT AGENDA

3.1 Approve the minutes of the April 15, 2025 City Council Meeting.

4. BID AWARDS

4.1 Consider and take all appropriate action on the bid award to Magna Flow Environmental LLC, for RFP #2025-5-422, Removal and Disposal of Wastewater Treatment Plant Sludge/Rags/Debris at the Main Street Wastewater Plant in the amount not to exceed \$208,725.00 and authorizing the City Manager to execute a

contract. *Brian Craig, Director of Public Works | City Engineer*

5. NEW BUSINESS

5.1 Consider and take all appropriate action on an amendment for additional items to the Public Safety Fund - City Fiscal Year Ending September 30, 2025 budget to approve a request for \$14,838.00 to install a generator stepdown transfer and purchase (2) SCBA (self-contained breathing apparatus). *Kevin Rodgers, Fire Marshal | Emergency Management Coordinator*

5.2 Consider and take all appropriate action on the first reading and final approval of Ordinance 2025-10, Amendment No. 2 Amending the Fiscal Year Budget 2024-25. *Michael Gibbs, Director of Finance*

AN ORDINANCE AMENDING THE AMOUNT OF APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025 BY AUTHORIZING CERTAIN ADDITIONS IN THE AMOUNT OF \$86,590.00 FOR GENERAL, PUBLIC SAFETY, AND EDC; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO FACILITATE THE CHANGES IDENTIFIED; AND FINDING AVAILABLE UNENCUMBERED FUNDS FOR THE SUPPLEMENTAL APPROPRIATION AND/OR RESERVE REDUCTION.

6. OLD BUSINESS

6.1 Consider and take all appropriate action on the approval of a License Agreement between the City of Seabrook and Texas Markets for use of property at 1209 Main Street for a period of 6 months for once every two weeks. *Gayle Cook, City Manager*

7. DISCUSSION

7.1 Discussion regarding the current condition of the Seabrook Fire Station at 1850 East Meyer, Seabrook, Texas, and potential solutions for improvement. *Joe Machol, At-Large Position 6*

7.2 Discussion regarding the Seabrook Economic Development Corporation (SEDC) Incentive Programs, Past Agreements, Return on Investments (ROI)/Performance Requirements, and Financial Outcomes *Joe Machol, At-Large Position 6*

8. EXECUTIVE SESSION

8.1 Section 551.087

Conduct a closed executive session to discuss/deliberate potential financial incentive(s) and financial information received from a business prospect that the City/EDC seeks to have locate, stay, or expand, for which the City is conducting

economic development negotiations, as provided by Texas Government Code Section 551.087.

- *Seabrook Plaza One*

9. OPEN SESSION

Council will reconvene in Open Session to allow for possible action on any of the agenda items listed above under "Closed Executive Session".

10. ROUTINE BUSINESS

10.1 City Manager update and report to City Council on various items that require no action, including Seabrook Boards and Commissions, Transportation Projects, and City of Seabrook CIP Projects.

10.2 Establish future meeting dates and agenda items.

THE CITY COUNCIL RESERVES THE RIGHT TO HEAR ANY OF THE ABOVE DESCRIBED AGENDA ITEMS THAT QUALIFY FOR AN EXECUTIVE SESSION IN AN EXECUTIVE SESSION BY PUBLICLY ANNOUNCING THE APPLICABLE SECTION NUMBER OF THE OPEN MEETINGS ACT, (CHAPTER 551 OF THE TEXAS GOVERNMENT CODE) THAT JUSTIFIES EXECUTIVE SESSION TREATMENT.

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR OTHER ACCOMMODATIONS OR INTERPRETIVE SERVICES, MUST BE MADE, 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (281) 291-5663 OR CITYSEC@SEABROOKTX.GOV FOR FURTHER INFORMATION.

I certify that this notice was posted on the bulletin board on or before Friday, May 2, 2025, no later than 6:00 p.m. and that this notice will remain posted until the meeting has ended.

Rachel Lewis, TRMC





**MEETING MINUTES
APRIL 15, 2025**

**SEABROOK CITY COUNCIL
REGULAR CITY COUNCIL MEETING**

Mayor Thom Kolupski called the Seabrook Council Meeting to order at 6:00 p.m. in the Council Chambers in Seabrook City Hall. Present were City Councilmembers Thom Kolupski, Buddy Hammann, Jackie Rasco, Rob Hefner, Tom Tollett, Michael Giangrosso, and Joe Machol. Also in attendance were: City Secretary Rachel Lewis and Deputy City Manager Sean Landis. Pledges were conducted.

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

Terry Moore 2709 N. Meyer, Seabrook Police Associations in bond election

1.1 Mayor, City Council and/or members of the City staff may make announcements about City/Community events. City Council

Councilmember Hefner announced the following:
City Office Closure on Good Friday, April 18, 2025
Seabrook Easter Excursion on April 19, 2025
Early Voting April 22, 2025 through April 29, 2025
National Drug Take Back Day on April 26, 2025
Flag Retirement Ceremony on April 26, 2025
Election Day on May 3, 2025
Keels & Wheels on May 3, 2025 through May 4, 2025

2. PRESENTATIONS

2.1 Presentation of video footage of the Highway 146 project from the beginning to the current status of the project.

Presentation of video footage of the Highway 146 project was made by Sean Landis, Deputy City Manager.

3. CONSENT AGENDA

3.1 Approve the minutes of the April 1, 2025 City Council Meeting.

Motion:	To Approve the Consent Agenda
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 3 Tollett
Vote:	Passed unanimously by all present

4. BID AWARDS

4.1 Consider and take all appropriate action on bid award for RFP 2025-3-110, HMGP 4585 City of Seabrook Emergency Operations Center Generator to McDonald

Municipal and Industrial for an amount not to exceed \$151,269.00 and authorize the City Manager to execute a contract and all associated documents. This project is an approved HMGP Grant for 10% Local and 90% Federal; Local obligation will be \$15,126.90.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 3 Tollett
Vote:	Passed unanimously by all present

- 4.2 Consider and take all appropriate actions on bid award for RFP 2025-04-110, HMGP 4485 City of Seabrook Fire Station Generator to Texan Municipal & Industrial, LLC for an amount not to exceed \$117,167.00 and authorize the City Manager to execute a contract and all associated documents. This project is an approved HMGP Grant for 10% Local and 90% Federal; Local obligation will be \$11,716.70.**

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 1 Rasco
Vote:	Passed unanimously by all present

5. OLD BUSINESS

- 5.1 Consider and take all appropriate action on the second reading of Ordinance 2025-06, Disannexation of additional property of Port of Houston Authority (PHA) pursuant to Amendment No. 3 of the Memorandum of Settlement Agreement.**

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 4 Giangrosso
Vote:	Passed unanimously by all present

6. NEW BUSINESS

- 6.1 Consider and take all appropriate action on the creation of a Department of Government Efficiency (DOGE) to review each department in the City of Seabrook. Councilmember Machol presented the item.**

Motion:	To Postpone for the next Council to decide
Made By:	At-Large Position 4 Giangrosso
Seconded By:	Mayor Pro Tem, At-Large Position 5 Hammann
Vote:	Passed with Councilmembers Hefner, Hammann, Giangrosso, and Tollett voting in favor, and Councilmembers Kolupski, Rasco, and Machol voting opposed.

6.2 Consider and take all appropriate action regarding cleaning the ditch located between the two Carothers Coastal Gardens properties.

Councilmember Machol presented the item. Public Works Director Brian Craig stated staff would look into it and correct it. No other action was taken.

6.3 Consider and take all appropriate action regarding flying American Flags on highway 146, NASA Parkway, Repsdorph, the traffic circle and medians throughout Seabrook.

Councilmember Machol presented the item. He stated other surrounding cities fly flags on streets during major holidays. Mayor Kolupski asked if there was a budget for this request and Councilmember Machol stated he thought funding could be found in the budget. There were questions regarding costs and materials needed, but no further action was taken.

6.4 Consider and take all appropriate action regarding beautification of all City of Seabrook entry and exit points.

Councilmember Machol presented the item. He suggested the entry points needed to be nicer to attract businesses and there were questions concerning enforcement of city codes. Deputy City Manager Sean Landis explained code enforcement for properties. No other action was taken.

6.5 Consider and take action to approve Resolution 2025-09, "Authorization for Acquisition of Property for Park Use" in the amount of \$81,592.00, and authorize the City Manager to expend funds and execute all necessary documents.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 2 Hefner
Vote:	Passed unanimously by all present

6.6 Consider and take all appropriate action to approve Resolution 2025-10, Expressing Support for H.B. 4538.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 3 Tollett
Vote:	Passed unanimously by all present

6.7 Consider and take all appropriate action on the approval of a License Agreement between the City of Seabrook and Pasadena Farmers Market, DBA.

Councilmember Rasco asked if Kayla Hensley with the requesting farmers' market business could speak to the agreement and Mayor Kolupski called her forward. Deputy City Manager Landis explained there was less flexibility for use of public property than for use of private property. He explained the property owned by the City on Main Street was most flexible since it was not used for any other rentals or events. Ms. Hensley stated they were more interested in using the Community House due to the availability of bathrooms and utilities. Councilmember Hefner suggested the fee be waived for the location on Main due to there being no bathrooms. Mr. Landis stated meetings would

continue to resolve these issues before determining a final agreement. No action was taken.

7. DISCUSSION

7.1 Discussion on the Involuntary Terminated Status with the Secretary of State by Carothers Coastal Gardens 501(c)(3) as associated with the agreement for the Development, Operation and Maintenance of the Project: *Carothers Community Gardens*.

Councilmember Rasco stated the filing with the Secretary of State's Office for the Carothers Coastal Gardens 501(c)(3) was back in active status. She stated she was concerned the entity was not keeping up with the required paperwork, so she wanted to bring the issue before Council.

7.2 Discuss potential amendments to Chapter 22-51, "Mobile Food Vendor Regulations," of the Seabrook Code of Ordinances, and direct staff regarding preparation of a revised ordinance for future Council consideration.

Councilmember Rasco stated there was current legislation before the State of Texas regarding food trucks. She asked that some city restrictions be lifted in the current ordinance. Councilmember Hammann asked why some of the businesses did not bring this forward. He stated he wanted to be sure any revisions to the ordinance did not negatively affect other businesses. Deputy City Manager Landis explained the intent and history of the ordinance. Council requested staff take a closer look to see if there could be a compromise regarding the current restrictions as provided by Councilmember Rasco. **See attachment A**

7.3 Discussion regarding the authorization of the expenditure of \$2000 for the Christmas Boat Parade to be taken from the General Fund.

Councilmember Machol presented the discussion. He asked who authorized \$2000 to be taken from the general fund for the Christmas Boat Parade. Deputy City Manager Landis stated the City Manager allowed the money to be paid from the fund due to there being a general consensus of Council each year that the event would be funded annually.

7.4 Discussion regarding the bond language for the police station located at Highway 146 and Meyer.

City Attorney David Olson explained the process for the bond language. He stated the location could not be included in the bond language because the City did not own the property at 146 and Meyer. He further stated staff was instructed at a previous meeting to proceed with negotiating for that property unless Council gives other directions.

7.5 Discussion regarding the maintenance of the properties located at 3325 NASA Road 1, 3329 NASA Road 1, and 3345 NASA Road 1, in Seabrook, Texas.

Councilmember Machol presented the item and Deputy City Manager Landis stated code enforcement would continue to monitor that site for violations.

7.6 Discussion regarding the City of Seabrook light ordinances.

Councilmember Machol asked about current lights being within code. Mr Landis asked that he forward any concerns with specific lights to Code Enforcement so they could be investigated.

7.7 Discussion regarding the progress of plans for Pine Gully Pier.

Councilmember Machol asked about the status of the pier. Mr. Landis stated the status of that project would be discussed in depth at the next Council meeting.

8. ROUTINE BUSINESS

8.1 Presentation of the Monthly Financial Report for March, 2025

Finance Director Mike Gibbs presented the report. **See attachment B.**

8.2 City Manager update and report to City Council on various items that require no action, including Seabrook Boards and Commissions, Transportation Projects, and City of Seabrook CIP Projects.

Deputy City Manager Landis presented the update. **See Attachment C.**

8.3 Establish future meeting dates and agenda items.

City Secretary Rachel Lewis informed Council the next meeting would take place on May 6, 2025 at 6:00 p.m.

Motion:	To Adjourn
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 4 Giangrosso
Vote:	Passed unanimously by all present

The meeting was adjourned at 7:51 pm.

APPROVED:

Thomas G. Kolupski
Mayor

DATE: _____

ATTEST:

Rachel Lewis, TRMC
City Secretary



Agenda Briefing

Date of Meeting: May 6, 2025

Responsible Department: Public Works

Presenter: Brian Craig, Director of Public Works | City Engineer

Briefing Prepared By: Jesus Olivo

Strategic Focus Area:

General Information:

Consider and take all appropriate action on the bid award to Magna Flow Environmental LLC, for RFP #2025-5-422, Removal and Disposal of Wastewater Treatment Plant Sludge/Rags/Debris at the Main Street Wastewater Plant in the amount not to exceed \$208,725.00 and authorizing the City Manager to execute a contract.

Executive Summary / Background:

The City of Seabrook solicited bids for the Removal and Disposal of Wastewater Treatment Plant Sludge/Rags/Debris. One bid was received for the amount of \$208,725.00. City Staff reviewed the bids and qualifications with a recommendation to Magna Flow Environmental.

Funding / Fiscal Information:

Supporting Materials Attached:

1. BID TAB 2025-05-422
2. Magna Flow Bid

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

City Staff recommend approval.



BID OPENING
RFP 2025-05-422 REMOVAL & DISPOSAL OF WASTE WATER TREATMENT
PLANT SLUDGE/RAGS/DEBRIS
4/8/2025

It should be noted that figures shown on an initial bid tab represent those compiled at the time of bid opening and per the terms and conditions of the bid solicitation. Other evaluation factors exist and must be considered before an award recommendation is completed.

[illegible]



Bid Opening Sign In
RFP 2025-05-422 REMOVAL & DISPOSAL OF WASTE WATER TREATMENT
PLANT SLUDGE/RAGS/DEBRIS
4/8/2025

Name	Company	Email	Phone
Jesse Olivo	City of Seabrook	joliw@seabrook.gov	
Jazmynn Daniels	City of Seabrook		
Rebecca Hanton	City of Seabrook		
Mike Gibbs	City of Seabrook		

BID FORM

Registered Site Number: WQ0005244000

Beneficial Reuse Site: EVERGRO ORGANIC RECYCLING

ITEM AND DESCRIPTION	ESTIMATED AMOUNTS	UNIT	UNIT PRICE	TOTAL BASED ON ESTIMATED AMOUNTS
Cleanout services to remove all sludge, rags and debris from aeration basins, clarifiers, digesters and chlorine contact basin; to be transported and disposed of at an offsite TCEQ approved site	633 Cubic Yards	CY	\$ 325.00	\$ 205,725.00
Mobilization and Demobilization	1 Mobilization/Demobilization	EACH	\$ 1,500.00	\$ 3,000.00

BIDDER HAS READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. DO NOT INCLUDE TAXES IN YOUR BID. BIDDER GUARANTEES PRODUCT OFFERED SHALL MEET OR EXCEED MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business."

Magna Flow Environmental LLC

Company Name

14915 Hwy 59, Humble, TX 77396

Company Address

281-448-8585

Company Phone Number

Filmore Bordelon

Company's Representative (Printed Named)

Filmore Paul Bordelon IV

Company's Representative (Signature)

4/07/1985

Date



Agenda Briefing

Date of Meeting: May 6, 2025

Responsible Department: Emergency Services

Presenter: Kevin Rodgers, Fire Marshal | Emergency Management Coordinator

Briefing Prepared By: Kevin Rodgers

Strategic Focus Area: Consider and take all appropriate action on an amendment to the Public Safety Fund 2025 budget to approve a request for \$14,838.00 to install a generator stepdown transfer and purchase (2) SCBA. This transfer will enable us to have a backup source for emergency power via a portable backup generator should the primary standby generator go down as it did during winter storm Enzo. The SCBA units are for PW's crews entering a confined space.

General Information:

Consider and take all appropriate action on an amendment for additional items to the Public Safety Fund - City Fiscal Year Ending September 30, 2025 budget to approve a request for \$14,838.00 to install a generator stepdown transfer and purchase (2) SCBA (self-contained breathing apparatus).

Executive Summary / Background:

During winter storm Enzo, the electrical service in the area of the fire station went down. While the station standby generator did come on as it was designed to do, there was no power being generated, thus leaving the station in the dark. Staff have discussed placing a stepdown transfer at the fire station similar to the generator setup at city hall at a later date but now need to expedite the installation due to unforeseen circumstances. This transfer will enable us to have a backup source for emergency power via a portable backup generator should the primary standby generator go down as it did during winter storm Enzo. As you recall, we have been awarded a grant to replace the current fire station generator, but this process could potentially take us into the heart of hurricane season. The SCBA are for PW's crews who enter confined spaces where the oxygen levels might be below the safety threshold for entry.

Funding / Fiscal Information:

Public Safety Fund

Supporting Materials Attached:

1. PSF Purchase Request Form Electrical2

2. Fire Station Emergency Generator Plug
3. PSF Purchase Request Form PW's SCBA
4. City Of Seabrook G1 SCBA

Prior Action / Review by Council, Boards, Commissions:

The amended request was sent via email to all committee members who voted individually for approval of the request before you today. These item are recommended to the city council as presented.

Staff Recommendation:

Recommended for approval by the Public Safety Committee.

Public Safety Fund Purchase Plan Request Form

Date of Request:

4/21/2025

Submitter:

Kevin Rodgers

Presenter:

Kevin Rodgers

Description/Subject:

Fire Station Generator Stepdown Transfer

Purpose/Need:

The Fire Station generator is currently not in service due to some expensive repairs. We have been awarded the grant from FEMA to replace the generator but need a back-up in place for now and for future issues that may arise from the new generator.

Estimated Cost:

\$ 9,220.00

Impacted Parties:

First responders, city staff during emergency periods where there is power loss.

Miscellaneous Comments:

Task Force Approved ☒ YES ☐ NO

DATE: 4/22/2025

Seabrook Police Department

Yes ☒ No ☐

Seabrook Volunteer Fire Department

Yes ☒ No ☐

Seabrook Office of Emergency Management

Yes ☒ No ☐

Seabrook Public Works

Yes ☒ No ☐

Seabrook Emergency Medical Service

Yes ☒ No ☐

Community Emergency Response Team

Yes ☒ No ☐

> via email


Chairman Signature

DATE: 4/23/2025

PFEIFFER & SON, LTD.

Electrical & Telecommunication Contractors

Saul Garcia
City of Seabrook
Parks Superintendent

RE: Fire Station Generator Power.

Dear Saul,

Thank you for the opportunity to quote on your electrical projects. We propose to furnish the necessary labor, materials and equipment as outlined below.

- 1) Furnish 112.5 KVA stepdown transformer.....\$ 3,950.00
- 2) Miscellaneous cables and connectors.....\$ 2,805.00
- 3) Labor.....\$ 2,465.00
- 4) Total.....\$ 9,220.00

We will need 5 to 10 days' lead time.

-This Quote is only valid for 30 days.—

Please allow 3 to 5 days after acceptance of this quote for the commencement of work

If accepted fax or mail. Accepted by: _____ Date: _____
Please print name: _____ P.O. #: _____

If you have any questions or need additional information, please feel free to contact me at (281)471-4222.

Sincerely,



Paul Schaidt
Pfeiffer and Son Ltd.

PHONE: (281) 471-4222 * FAX: (281) 471-6856

P.O. BOX 1116 * 116 N. 16TH STREET

LA PORTE, TEXAS 77572

Regulated by the Texas Department of Licensing and Regulation
PO Box 12157: Austin, TX 78711; (800)803-9202; (512)463-6599

www.license.state.tx.us

Adopted Administrative Rules: 73.51(c) Electrical Contractors Responsibilities

Public Safety Fund Purchase Plan Request Form

Date of Request:

3/3/2025

Submitter:

Kevin Rodgers

Presenter:

Kevin Rodgers

Description/Subject:

Confined Space SCBA

Purpose/Need:

PW's is requesting (2) SCBA (self contained breathing apparatus) for entry to confined spaces where oxygen levels might be below the safety threshold for entry into such a space.

Estimated Cost:

\$ 5,618.00

Impacted Parties:

PW's crews

Miscellaneous Comments:

Task Force Approved ☒ YES ☐ NO

DATE: 3/3/2025

Seabrook Police Department

Yes ☒ No ☐

Seabrook Volunteer Fire Department

Yes ☒ No ☐

Seabrook Office of Emergency Management

Yes ☒ No ☐

Seabrook Public Works

Yes ☒ No ☐

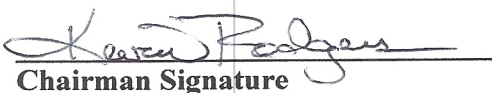
Seabrook Emergency Medical Service

Yes ☒ No ☐

Community Emergency Response Team

Yes ☒ No ☐

Via
email


Chairman Signature

DATE: 3/3/2025



HEADQUARTERS: SHREVEPORT, LA 71148-8007

SERVING TEXAS

[illegible]



Agenda Briefing

Date of Meeting: May 6, 2025

Responsible Department: City Secretary's Office

Presenter: Michael Gibbs, Director of Finance

Briefing Prepared By: Michael Gibbs

Strategic Focus Area:

General Information:

Consider and take all appropriate action on the first reading and final approval of Ordinance 2025-10, Amendment No. 2 Amending the Fiscal Year Budget 2024-25.

Executive Summary / Background:

The following has been identified as updates and changes to the current fiscal year budget that require formal amendment to ensure accurate financial reporting and departmental support. The adjustments are as follows:

1. Emergency Services / EMS – Radio Maintenance and Programming Costs:

Due to the acquisition of new communication radios for Emergency Services and EMS, ongoing maintenance and required programming updates will increase operational costs. This amendment includes an increase to the Public Safety Fund (this is a special fund that receives revenue from voluntary \$ on utility bill) to budget to accommodate these expenses.

2. Public Safety Fund – Generator Switch and SCBA for Public Works:

This amendment formalizes recent purchases from the Public Safety Fund for: A generator switch for emergency backup power infrastructure, and Self-Contained Breathing Apparatus (SCBA) unit for Public Works. These items were previously approved but not yet reflected in the adopted FY2025 budget.

3. Public Safety / Police Department – Seabrook Rotary Donation for Training:

The Seabrook Rotary Club made a donation to the Police Department to support active shooter training initiatives. This amendment records the revenue and corresponding training expenditures in the Public Safety/Police Department budget.

4. Reinstatement of FTE – Director of Economic Development Corporation

(EDC):

This amendment reflects the return of a full-time equivalent (FTE) position for the Director of EDC through the end of FY2025. The amendment includes the transfer of associated funding from the EDC Fund to the General Fund to support salary and benefit expenses.

Funding / Fiscal Information:

Supporting Materials Attached:

1. 2025-10 Attachment A (005)
2. Ord 2025-10 Budget Amendment No 2 FY2025 F

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

2025~10 Budget Amendment #2
General Fund, Economic Development Corp and Public Safety Fund

Attachment A

AMENDMENT NO. 2 TO THE BUDGET OF THE CITY OF SEABROOK, TEXAS FOR THE FISCAL YEAR 2024-25

Department	Fund	General Ledger Account Number	General Ledger Account Name	Expenditure Budget Amendment Description	2024-25 Budget	Amendment Amount	2024-25 Amended Budget
Emergency Mgmt	General	106-5170	Maintenance Radio	Harris Co	\$ 11,012	\$ 1,600	\$ 12,612
Police	General	200-5311	Handgun Training	Ammunition	\$ 16,000	\$ 2,500	\$ 18,500
EMS	General	240-5170	Radio Maint	Harris Co	\$ 1,920	\$ 1,152	\$ 3,072
Administration	General	102-3018	EDC Salary	EDC Director	\$ 32,089	\$ 30,669	\$ 62,758
Administration	General	102-3020	EDC Hospital	EDC Director	\$ 6,817	\$ 19,891	\$ 26,708
Administration	General	102-3021	EDC Car Allowance	EDC Director	\$ -	\$ 1,800	\$ 1,800
Administration	General	102-3022	EDC FICA	EDC Director	\$ 2,455	\$ 2,345	\$ 4,800
Administration	General	102-3023	EDC Retirement	EDC Director	\$ 5,168	\$ 4,982	\$ 10,150
Administration	General	102-3130	Workers Comp	EDC Director	\$ 508	\$ 61	\$ 569
Administration	General	102-3350	Unemployment	EDC Director	\$ 504	\$ 252	\$ 756
Revenue	General	100-9522	Donations	Rotary Donation	\$ -	\$ (2,500)	\$ (2,500)
Revenue	General	100-9910	Reimbursement from EDC	EDC Transfer	\$ (113,745)	\$ (60,000)	\$ (173,745)
	General	001-2000	Budgetary Fund Balance	Reserves used to fund amended items		\$ (2,752.00)	\$ (2,752)
Total General Fund Amendment						\$	2,752
Public Safety	Public Safety Fund	140-4150	Small Tools & Equipment	SCBA & Previous Budget Approval	\$ 79,597	\$ 8,118	\$ 87,715
Public Safety	Public Safety Fund	140-5180	Building Maintenance	Generator Switch	\$ -	\$ 9,220	\$ 9,220
Public Safety	Public Safety Fund	140-6020	Equipment	Budget	\$ 49,845	\$ 6,500	\$ 56,345
		014-2000	Budgetary Fund Balance	Reserves used to amend items	\$ -	\$ (23,838)	\$ (23,838)
Public Safety Fund Amendment						\$	23,838
EDC	EDC	707-6250	General Fund Reimbursement	Transfer funds for rehiring EDC Director	\$ 113,745	\$ 60,000	\$ 173,745
		070-2000	Budgetary Fund Balance	Reserves used to amend items	\$ -	\$ (60,000)	\$ (60,000)
EDC Fund Amendment						\$	60,000
						\$	86,590

**CITY OF SEABROOK
ORDINANCE NO. 2025-10**

**AMENDMENT NO. 2
AMENDING THE BUDGET FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025
FOR CITY DEPARTMENT ENCUMBRANCES**

AN ORDINANCE AMENDING THE AMOUNT OF APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025 BY AUTHORIZING CERTAIN ADDITIONS IN THE AMOUNT OF \$86,590 FOR GENERAL, PUBLIC SAFETY, AND EDC; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO FACILITATE THE CHANGES IDENTIFIED; AND FINDING AVAILABLE UNENCUMBERED FUNDS FOR THE SUPPLEMENTAL APPROPRIATION AND/OR RESERVE REDUCTION.

WHEREAS, the City Council of the City of Seabrook Approved Budget Ordinance 2024-19 on September 24, 2024; and

WHEREAS, the City Council is authorized by law to make changes in the City budget for supplemental appropriations or reductions, and;

WHEREAS, the City Manager has certified there are unencumbered fund balances available for appropriation in excess of those appropriated for specific expenditures in the budget for supplemental appropriation and/or transfer; and

WHEREAS, such expenditures will occur subsequent to the adoption of the 2024/25 budget and will require formal appropriations; and

WHEREAS, said amendments are necessary to appropriate funds to provide proper fund accounting for changes a variety of expenditure and revenue lines as a result of timing circumstances relating to the time of budget adoption; and

WHEREAS, the City Council finds it in the public interest to amend the total Fiscal Year 2024/25. Operating Budget for the General Fund, Public Safety, and EDC by adjusting various budget accounts as outlined in **Exhibit “A”**

WHEREAS, the City Council of the City of Seabrook finds and determines that this budget amendment complies with all requirements under its Charter and laws;

THIS SPACE INTENTIONALLY LEFT BLANK

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEABROOK, STATE OF TEXAS:

THAT, the 2024/25 Adopted Budget for the City of Seabrook for the period beginning on October 1, 2024 and ending on September 30, 2025 is hereby amended by decreasing and increasing various funds and department line items in the total amount of \$86,590 as set out in **Exhibit “A”, Budget Amendment #2** to FY 2025 attached hereto and incorporated herein.

PASSED, AND APPROVED with a quorum present, by an affirmative vote of a majority of Councilmembers present, in accordance with Seabrook City Charter Section 2.10, on first and final reading this **6th day of May, 2025.**

Thomas G. Kolupski
Mayor

ATTEST:

Rachel Lewis, TRMC
City Secretary

APPROVED AS TO FORM:

David Olson
City Attorney



Agenda Briefing

Date of Meeting: May 6, 2025

Responsible Department: City Manager's Office

Presenter: Gayle Cook, City Manager

Briefing Prepared By: Gayle Cook

Strategic Focus Area:

General Information:

Consider and take all appropriate action on the approval of a License Agreement between the City of Seabrook and Texas Markets for use of property at 1209 Main Street for a period of 6 months for once every two weeks.

Executive Summary / Background:

This is a newly prepared license agreement with **Texas Markets**, operating under a new Doing Business As (DBA), for hosting recurring market events on City-owned property on **Main Street**.

While this item was previously discussed in conjunction with the **Pasadena Farmers Market DBA**, the current agreement reflects revised terms specifically negotiated with the new requesting party, Texas Markets.

Key provisions of the agreement include:

- Events will be permitted no more than **once every two weeks**.
- A **daily usage fee of \$100 per event day** will be charged to the licensee.
- The event holder will be responsible for any **water usage** incurred during each event.

This agreement establishes clear terms for use of the space, helps regulate event frequency, and ensures the City recovers basic operational costs associated with hosting such events.

Funding / Fiscal Information:

Supporting Materials Attached:

1. License Agreement - Pasadena Farmers Market 003

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into as of the ____ day of _____, 2025, by and between the City of Seabrook, Texas, a home-rule city (the "City") and Texas Markets DBA (the "Licensee").

RECITALS

WHEREAS, the Licensee has proposed to the City the institution of the Market at Seabrook (the "Event") at the Real property, 1209 Main Street (the "real property") including additional real property, City Owned Parking Lot, if necessary, based on availability, but **no more than once in a two week period;**

WHEREAS, the City is the owner of the Real property real property located in Seabrook, Texas;

WHEREAS, the City desires to encourage the licensing of the real property by Licensee for use of a market;

WHEREAS, the Licensee agrees to provide space for vendors for the sale of locally produced agricultural products or locally produced non-agricultural products such as art, artisan crafts and goods, jewelry and accessories, foods, snack and beverages, and other similar type ventures; provided however, the Licensee agrees not to provide space for flea market or garage sale items;

WHEREAS, the City does therefore find the addition of the Event to the city owned real property to be a benefit to the patrons of the city; and

WHEREAS, the purpose of this Agreement is to set forth the general terms and conditions for the license granted Licensee for use of the real property;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I STATUS OF TITLE

The parties acknowledge that the City is and shall remain the owner of the real property, more fully described in **Exhibit “A.”** Licensee acknowledges and agrees that it does not now have, and never shall have, title or other property interest in the real property; provided however, upon termination or expiration of the Agreement, Licensee shall be allowed to remove items considered to be non-fixtures.

ARTICLE II LICENSE AGREEMENT

The City hereby grants a license to Licensee for use of real property located 1209 Main Street, as the exclusive promoter/operator of events. The events shall include: Set-up on Saturday mornings, hours of operation for vendors on **Saturday from 9:00 a.m. until 3:00 p.m.,** and vacation of the real property by **5:00 p.m. on Saturday evening.** Clean-up and coordination of waste removal shall be conducted throughout the event. The Licensee is permitted to use city owned trash receptacle at City Hall, 1700 First Street, Seabrook, TX 77586.

Beginning on May 7, 2025, the City shall grant Licensee a license for **6 months**, with an option to renew the license for an additional 6 months. Rent shall be at the regular rate of 100.00 per day. Total payment for each day shall be made payable to the City of Seabrook and must be delivered to the City Manager via the Utility Billing and Customer Service area prior to 4:00 pm on the Thursday before such event. If the City’s office is closed due to a holiday or other scheduled “off-day” on the Thursday before the Event, then total payment for such Event shall be due by 4:00 pm on closest business day the City’s office is open prior to the Event. The Licensee and City agree to have review and possible renegotiation of this Agreement.

The Licensee agrees to the following as conditions of this Agreement and the license provided herein:

1. Licensee shall provide all clean-up and waste removal resulting from the Event, and make arrangements for such waste removal with the City, and will be granted use of the city owned receptacles at 1700 First Street, Seabrook, TX 77586,
2. Licensee shall promote the Event and supply local businesses with flyers and promotional materials advertising, and will be allowed to have temporary signs or banners as shown in Exhibit "A",
3. Licensee shall maintain a general liability insurance policy in an amount not less than \$1,000,000, include the City as a named insured party to such insurance policy, and provide the City a copy of the insurance policy. The insurance policy shall contain a provision requiring the insurer to give the City at least thirty (30) days notice if such policy is terminated or altered,
4. Licensee shall conduct business as an independent contractor,
5. Licensee shall provide temporary toilet facilities,
6. Licensee shall provide security for the Event, if deemed necessary
7. Licensee shall provide a real property attendant for all cars located in the real property areas,
8. Licensee acknowledges and understands that the Event is subordinate to the other planned events at the real property, including, but not limited to events for, July 4th, Christmas, or other city events, and will be communicated by city to Licensee if certain dates are not available,
9. Licensee shall pay for all applicable public utilities, either on a mutually agreed lump sum amount or by monitoring actual meter usage. If the City and the Licensee mutually agree to a lump sum amount, payment for such utilities shall be due at the same time and in the same manner as the total rent payment established in this Article. If the City and the Licensee agree that the Licensee is responsible for actual meter usage, then payment for such utilities shall be due on the following Thursday, prior to the next Event, in accordance with the schedule established in this Article for total rent payment,

10. Licensee shall submit a site plan, including policies, to be approved by the City,
11. Licensee shall formulate a vendor application and selection process that shall be **reviewed and approved by the City**, and Licensee shall select quality vendors in accordance with recitals provided for in this Agreement,
12. Licensee shall pay for all other expenses not provided for in this Agreement.

As a condition of this Agreement, the City acknowledges and agrees, as permitted by law, to the following:

1. City shall provide non-financial guidance and assistance to the Licensee in the process for obtaining necessary permits and/or licenses for providing both beer/wine and food concessions at the Event, or direct Licensee to appropriate County department,
2. City may provide police officers during the Event, at a cost to Licensee, as determined by the City, if needed,
3. City shall provide non-financial assistance and guidance to the Licensee in the process for obtaining a contract for the clean-up before and after the Event, and may elect, at its discretion, to become a party to the contract for such services; however, in either instance, the City shall not be responsible for financial obligations under the contract,
4. City shall not require the Licensee, unless otherwise required by law, to pay any other tax other than normal City tax that is paid by businesses throughout the rest of the City,

ARTICLE III TERMINATION

The City may terminate this Agreement at any time if any of the following conditions occur:

1. Licensee ceases to own and/or operate Texas Markets DBA, unless a successor

- and/or assign is authorized by the City,
2. Licensee ceases to use the real property for the Event,
 3. Licensee fails to make timely rent or utility payments as described in Article II of this Agreement,
 4. Licensee fails to adhere to the conditions of the license as enumerated in Article II of this Agreement,
 5. Licensee fails to give the City at least thirty (30) days notice of termination or change in the general liability insurance policy required in Article II of this Agreement, and
 6. As provided for by law, the City determines that the use of the Facilities and Lots by Licensee is inconsistent with an authorized use for real property purposes.

The Licensee may terminate this Agreement at any time if any of the following conditions occur:

1. City fails to adhere to the conditions of this Agreement as enumerated in Article II of this Agreement.

ARTICLE IV RIGHTS UPON TERMINATION

Should this Agreement be terminated, unless otherwise provided for in Article III above, title to all any improvements located on Property shall vest in the City.

ARTICLE V DEFAULT AND BREACH OF THIS AGREEMENT

Licensee and the City will give prompt written notice to the other party when either party becomes aware of the occurrence or failure to occur, or the impending or threatened occurrence or failure to occur, of any fact or event that would cause any of its representations or warranties contained in this Agreement to be untrue or the failure by such party to perform any of its obligations contained in this Agreement. If either party desires to bring action against the other

party for the breach of this Agreement, it shall deliver a written notice to the other party of the reason for such decision, specifying the factual basis therefore in reasonable detail. The party receiving such notice may cure the alleged breach within thirty (30) days following receipt of the notice; provided however, this shall not limit the City's ability to terminate all or part of this Agreement, in accordance with Condition 4. of Article III of this Agreement.

ARTICLE VI FORCE MAJEURE

The obligations of Licensee hereunder and of the City shall be suspended during any period of Force Majeure. The term "Force Majeure" shall mean any cause beyond the control of Licensee or the City, including, but not restricted to, flood, earthquake, storm, fire, lightning, epidemic, war, acts of the public enemy, riot, civil disturbance or disobedience, strike, lockout, work stoppages, other industrial disturbance or dispute, whether determined to have arisen out of an unfair labor practice of any party hereto, labor or material shortage, sabotage, restraint by court order or other public authority, and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by the exercise of due diligence such party could not reasonably have been expected to avoid. Nothing contained herein shall be construed so as to require a party to settle any strike lockout, work stoppage, or other industrial disturbance or dispute in which it may be involved. Any party rendered unable to fulfill any of its obligations under this Agreement by reason of uncontrollable force shall exercise due diligence to remove such inability with all reasonable dispatch.

ARTICLE VII SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of each such deleted provision, there shall be added automatically as part of this Agreement a provision as similar in terms and substance to such deleted provision as may be possible and yet be legal, valid and enforceable.

ARTICLE VIII ATTORNEYS' FEES

If, on account of any breach or default by the City or Licensee of their obligations to the other party hereto under the terms, conditions or covenants of this Agreement, it shall become necessary for either party hereto to engage an attorney, or to use an attorney employed by either party, to enforce and defend any of its rights or remedies hereunder and should such party prevail, such prevailing party shall be entitled to any reasonable attorneys' fees, costs or expenses incurred by such party in connection herewith.

ARTICLE IX AMENDMENTS

This Agreement may be amended at any time, by a written instrument signed by both Licensee and the City.

ARTICLE X MEDIATION

In the event of any dispute hereunder, the parties shall first resort to mediation, to be held in Seabrook, Texas, before a mediator or mediators acceptable to the parties and in accordance with Chapter 154 of the Texas Civil Practice and Remedies Code.

ARTICLE XI
MISCELLANEOUS

The City and Licensee shall execute such further assurances, in writing, as are necessary to carry out the intent and purposes of this Agreement. The laws of the State of Texas shall govern this Agreement. Venue of any dispute arising out of this agreement shall be in Harris County, Texas.

Neither the consummation of the transactions contemplated in this Agreement, the delay or omission of a party to exercise any of its rights hereunder, nor any investigation or disclosure of any party, shall affect the liability of the parties to one another for breaches of this Agreement or prevent any party from relying upon the representations and warranties made in this Agreement.

This Agreement including all exhibits or schedules constitutes the full and entire understanding and agreement between the parties and supersedes any prior or contemporaneous written or oral agreements between the parties. Except as expressly provided in this Agreement, it may not be amended, waived, discharged, or terminated except by written instrument signed by both parties.

Notices shall be in writing mailed by first-class mail, telecopied, or delivered by messenger, or overnight courier and shall be deemed given when received at the address of the parties set forth below.

If, to the City:

City of Seabrook
1700 First Street
Seabrook, TX 77586
Attention: City Manager

With a copy to:

Olson & Olson, LLP
2727 Allen, Suite 600
Houston, TX 77019
Attention: City Attorney, City of Seabrook

If, to the Licensee:

Attention: _____

With a copy to:

Attention: _____

Nothing in this Agreement is intended to create any partnership or joint venture between the parties, and any implication to the contrary is expressly disapproved. This Agreement does not create a joint enterprise of any kind and does not appoint either party as an agent of the other for any purpose whatsoever. Neither party shall in any way assume any liability of the other for the acts of the other or obligations of the other. In particular, the City shall have no liability whatsoever with regard to any fixtures or permanent improvements unless title has passed to the City.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

No member of the City Council, officer, official, agent, or employee of the City shall be personally liability for any requirement, term, condition, dispute, cause of action, or other matter occurring as a result of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of _____, 2025, to be effective from and after such date.

THE CITY OF SEABROOK, TEXAS

BY: _____
Thomas G. Kolupski
Mayor

ATTEST:

Rachel Lewis
City Secretary

Texas Markets, dba

BY: _____

Exhibit “A”

Real property

May 2025

May 2025							June 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	1	2	3	1	2	3	4	5	6	7
11	12	13	14	8	9	10	8	9	10	11	12	13	14
18	19	20	21	15	16	17	15	16	17	18	19	20	21
25	26	27	28	22	23	24	22	23	24	25	26	27	28
				29	30	31	29	30					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Apr 27	28	29	30	May 1 6:00pm Open Space and Trails Committee Meeting (Public Works Facility)	2	3 Keels & Wheels Election Day
4 Keels & Wheels	5	6 6:00pm Regular City Council Meeting (City Hall)	7	8 6:00pm Seabrook Economic Development Board of Directors Meeting (Council Chamber)	9	10
11	12	13 6:00pm Election Canvass/Reception (City Hall)	14 8:00am PD Annual Blood Drive	15 6:00pm Seabrook Planning & Zoning Commission Meeting (Council Chamber)	16	17
18	19	20 6:00pm Regular City Council Meeting (City Council Chamber)	21	22	23	24
25	26 10:00am Remembering Our Fallen	27	28	29	30	31

June 2025

June 2025							July 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7			1	2	3	4	5
8	9	10	11	12	13	14	6	7	8	9	10	11	12
15	16	17	18	19	20	21	13	14	15	16	17	18	19
22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30						27	28	29	30	31		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 1	2	3 6:00pm Regular City Council Meeting (City Hall)	4	5 6:00pm Open Space and Trails Committee Meeting (Public Works Facility)	6	7
8	9	10	11	12 6:00pm Seabrook Economic Development Board of Directors Meeting (Council Chamber)	13	14 6:00pm Movie Night at Meador Park
15	16	17 6:00pm Regular City Council Meeting (City Council Chamber)	18 8:00am	19 6:00pm Seabrook Planning & Zoning Commission Meeting (Council Chamber)	20	21
22 Texas Outlaw Challenge	23	24	25	26	27	28
29	30	Jul 1	2	3	4	5